

*May Perry:
6-9015*

*- intent was to cover situations like this.
- they would pay for what they caused
esp. if only used by Boeing?
It*

AGREEMENT AND AMENDMENT OF LEASE

Amendment of lease from King County to The Boeing Company of property located on or in the vicinity of the King County International Airport, also known as Boeing Field.

This Agreement and Amendment of Lease is made and executed in triplicate this 2nd day of June, 1992, by and between King County, a legal subdivision of the State of Washington (hereinafter "the County") and The Boeing Company, a Delaware Corporation (hereinafter "Boeing"):

RECITALS

WHEREAS, (in addition to other leases) there is presently in effect the following lease, from the County to Boeing, of property located on or in the vicinity of the King County International Airport (Boeing Field) which is variously called the "Basic Lease", "Comprehensive Lease", and "75 Year Lease".

"THE BASIC LEASE" which lease is dated September 14, 1955, is for a period of seventy-five (75) years from the date thereof; is recorded in Volume 151, page 187 of Leases in the records of the Auditor of King County, Washington; has been amended by instruments respectively dated May 14, 1956, July 18, 1960, October 10, 1960, December 7, 1964, January 27, 1966, December 9, 1966, February 27, 1967, April 27, 1967, January 13, 1971, December 14, 1971, September 6, 1972, October 2, 1974, December 30, 1976, August 1, 1978, October 27, 1978, November 27, 1978, July 12, 1983, September 24, 1986, July 1, 1987, and August 2, 1988; makes provision for the partial terminations or additions thereof from time to time; contains a "Reference Rate List" for use in rental adjustments in connection with such partial terminations or additions; grants to Boeing certain interests, rights and privileges more particularly described in the lease and, in addition, after giving effect to various amendments prior to the date of this instrument, now leases to Boeing, for Boeing's exclusive use, the areas of the Basic Lease, such remaining areas containing 4,321,992 square feet.

WHEREAS, King County and Boeing have agreed to the addition of a 52,535 square foot tract of land contiguous to the existing Lease for the purposes of vehicle parking. Said tract is described as area 2-D on the attached legal description and Exhibit A attached hereto, and

WHEREAS, King County and Boeing have agreed upon the annual rental rate of \$18,628.91 for the additional 52,535 square foot tract of land.

WHEREAS, in accordance with the terms of the leases, the County and Boeing have agreed the total rental to be in the amount of \$1,551,207.27 per year as fair rental for the parcels subject to this Lease for the period of March 1, 1990, to June 30, 1992.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the County and Boeing mutually agree as follows:

1. The amount of annual rentals to be paid by Boeing for the period of March 1, 1990, through June 30, 1992, for the areas specifically described in the lease identified above and the interests, rights and privileges granted under such lease as amended and supplemented by this instrument and prior instruments, and subject to the terms and conditions of this instrument and to the rights of Boeing as to

2. Also, according to, and effective on and after March 1, 1990, for the current period:

A. The first paragraph of Section 3 of the Basic Lease, as amended, is hereby amended to provide for a rental for the period of \$1,551,207.27.

B. The "Reference Rate List" in Section 3 of the Basic Lease is to read in its entirety for the current period as follows:

REFERENCE RATE LIST

East Side

(The East Side for the purposes of this Lease being all area within the Airport lying Easterly of the center line of the main runway.)

SQUARE FOOT RATE/YEAR

BARE GROUND areas (not surfaced with blacktop or concrete) including land under buildings owned by Lessee:	.3546
PAVED SURFACES	.3546

West Side

(The West Side for the purposes of this Lease being all area within the Airport lying Westerly of the Center line of the main runway.)

SQUARE FOOT RATE/YEAR

All areas, including buildings, structures, installations, improvements and surfaces thereon:	.3546
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3. HAZARDOUS MATERIALS

A. RECITAL. The Boeing Company, Tenant under this lease, is and has been a major manufacturer of products and provider of services, such as aircraft, military hardware, missiles, space craft and electronics and related services and computer services. In conjunction with the conduct of its business, Tenant has used and will continue to use substances which are now or may in the future be defined as Hazardous Materials, the exact nature and extent of which is unknown to King County. King County as Landlord does not intend to exercise any control over Tenant's manufacturing processes or activities conducted on the Premises with respect to Hazardous Materials other than to require it to be in accordance with all applicable laws and regulations, and safe practices.

B. DEFINITION OF HAZARDOUS MATERIALS. "Hazardous Materials" as used in this lease shall mean:

1. any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, bacteriological or disease-producing substances; or

2. any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (R.C.W. Ch. 70.105); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

C. HAZARDOUS MATERIALS USE. Any and all use, generation, release, handling, transportation, treatment, or storage by Tenant of Hazardous Materials on the Premises shall be carried out in substantial compliance with all applicable federal, state and local laws, ordinances and regulations. Intentional disposal of Hazardous Materials shall not occur on the Premises under any circumstances except as permitted by law.

D. INDEMNIFICATION BY TENANT. To the maximum extent permitted by law, Tenant, for itself, successors, and assigns, shall indemnify and hold harmless Landlord and its appointed and elected officials and employees, from and against:

1. response or remedial action costs, and/or natural resource damages recoverable pursuant to 42 U.S.C. Sec. 9607 and/or R.C.W. 70.105D.040, as now existing or hereafter amended, arising out of the release or threat of release of a Hazardous Substance (as defined in paragraph 3.B.3 above) existing on or emanating from the Premises to the extent directly or indirectly caused by the act or omission of Tenant; and

2. any and all claims, liabilities, damages, and expenses asserted against Landlord by a third party including without limitation any agency or instrumentality of the federal, state or local government, for contribution pursuant to 42 U.S.C. Sec. 9613 or R.C.W. Ch. 70.105D (if a right of contribution is provided for thereunder), as now existing or hereafter amended, arising out of or relating to the release, or threat of release, of a Hazardous Substance (as defined in paragraph 3.B.3 above) existing on or emanating from the Premises to the extent directly or indirectly caused by the act or omission of Tenant; and

3. except as provided in paragraphs D(1) and D(2) above, any and all claims, liabilities, damages, and expenses asserted against Landlord by a third party including without limitation any agency or instrumentality of the federal, state or local government, for bodily injury, including death of a person, or physical damage to or loss of use of property, to the extent caused by the negligent or otherwise tortious act or omission of Tenant (including, but not limited to, negligence, trespass or creation of a nuisance) and relating to Tenant's use, generation, release, handling, transportation, treatment, storage or disposal of Hazardous Materials on or at the Premises after the date of this Amendment.

The foregoing indemnity is conditioned upon Landlord providing notice to Tenant within a reasonable time after Landlord receives notice of any claim or notice that an occurrence is likely to give rise to a claim, liability, damage or expense that will fall within the scope of the indemnity. Without limiting the generality of the foregoing, a reasonable time shall be deemed to be ninety (90) days after Landlord receives notice of any of the following that fall within the scope of the indemnity: (1) any claim or lawsuit as defined in K.C.C. 4.12 et seq., (2) notification that Landlord has been designated a potentially responsible party ("PRP") for remediation or contribution pursuant to 42 U.S.C. Sec. 9601 et seq. or (3) notification that Landlord has been designated a potentially liable party ("PLP") as defined in R.C.W. 70.105D.020(8). Landlord will make a good faith effort to cooperate with Tenant in any defense or settlement of the claim or liability.

E. INDEMNIFICATION BY LANDLORD. To the maximum extent permitted by law, Landlord shall indemnify and hold harmless Tenant and its officers, directors and employees from and against:

1. response or remedial action costs, and/or natural resource damages recoverable pursuant to 42 U.S.C. Sec. 9607 and/or R.C.W. 70.105D.040, as now existing or hereafter amended, arising out of the release or threat of release of any Hazardous Substance (as defined in paragraph 3.B.3 above) existing on or emanating from the Premises to the extent existing on or emanating from the Premises prior to Tenant's possession of the Premises or caused directly or indirectly by the act or omission of Landlord; and

3. except as provided in paragraphs E(1) and E(2) above, any and all claims, liabilities, damages, and expenses asserted against Tenant by a third party including without limitation any agency or instrumentality of the federal, state or local government, for bodily injury, including death of a person, or physical damage to or loss of use of property to the extent caused by the negligent or otherwise tortious act or omission of Landlord (including, but not limited to negligence, trespass, or creation of a nuisance) and relating to Landlord's use, generation, release, handling, transportation, treatment, storage or disposal of Hazardous Materials on or at the Premises after the date of this Agreement.

The foregoing indemnity is conditioned upon Tenant providing notice to Landlord within a reasonable time after Tenant receives notice of any claim or notice that an occurrence is likely to give rise to a claim, liability, damage, or expense that will fall within the scope of the indemnity. Without limiting the generality of the foregoing, a reasonable time shall be deemed to be ninety (90) days after Tenant receives notice of any of the following that fall within the scope of the indemnity: (1) any lawsuit naming Tenant and/or any of its officers, directors or employees while acting in good faith within the scope of their official duties or employment as defendants which lawsuit alleges a tort cause of action and asks for money damages, (2) notification that Tenant has been designated a potentially responsible party ("PRP") for remediation or contribution pursuant to 42 U.S.C. Sec. 9601 et seq. or (3) notification that Tenant has been designated a potentially liable party ("PLP") as defined in R.C.W. 70.105D.020(8). Tenant will make a good faith effort to cooperate with Landlord in any defense or settlement of the claim or liability.

F. DEFENSE COSTS.

1. In cases where an event results in a claim, liability, damage or expense indemnified herein by one party and such event does not also result in a claim, liability, damage or expense which is indemnified herein by the other party, such indemnity shall include all reasonable attorneys' fees and costs, and expenses incurred in the defense of such claim or ~~action~~ *or proceeding* brought thereon. In such cases and where the indemnifying party ~~accepts a~~ *accepts a* tender of defense from the indemnified party, the indemnifying party shall be entitled to defend such a claim at its expense.

2. In cases where an event results in a claim, liability, damage or expense indemnified herein by one party and such event also results in a claim, liability, damage or expense which is indemnified herein by the other party, each party shall be liable to the other for all reasonable attorneys' fees and costs and expenses incurred by such other party in the defense of such claim or any action or proceeding brought thereon to the extent of such party's percentage of the total liability.

G. REMOVAL ON EXPIRATION OF LEASE. Upon the expiration or earlier termination of this lease, Tenant shall remove or remediate any release or threatened release of Hazardous Substances (as defined in paragraph 3.B.3 above) from or on the Premises, to the extent (i) such removal or remediation is required by applicable law and (ii) such release or threatened release is known to Tenant on or prior to the expiration or earlier termination of this lease and caused by the act or omission of Tenant. Tenant shall have a reasonable opportunity to commence the remediation or removal process, which process shall include such investigation as is appropriate to determine the necessity and nature of such remediation or removal. So long as Tenant commences the remediation or removal process, and reasonably proceeds toward completion of such process, Landlord agrees that it will not undertake separate performance of remediation or removal. If Tenant fails or refuses to commence the remediation or removal process, or fails to reasonably proceed toward completion of such process, Landlord may elect to perform remediation or removal after providing Tenant with written notice of Landlord's intent to commence remediation or removal. and after providing Tenant a reasonable

H. NO WAIVER. Nothing contained in this Section 3 shall be construed as a waiver of any right or claim of either party which existed before the date of this Amendment.

4. This Agreement and Amendment of Lease together with any and all exhibits expressly incorporated herein by reference or attached hereto shall constitute the full agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid unless evidenced by a mutual agreement in writing signed by both parties.

5. This instrument is executed in triplicate on the date shown in the first paragraph hereof; however, for the purposes of record keeping, or completing files or similar purposes, either party or both parties may make additional counterparts of such duplicate by Xerox, photo or similar process.

EXECUTED this 9 day of June, 199²8.

BY _____
ITS _____

(SEAL)

APPROVED - KING COUNTY AIRPORT

BY *Donald W. Smith*
TITLE Airport Manager
DATE 5-12-92

THE BOEING COMPANY, a Corporation

BY *Andre Gay*
ITS V.P. - FACILITIES

KING COUNTY, WASHINGTON

BY *Tim Hill*
Tim Hill, King County Executive

APPROVED AS TO FORM:

BY *A. T.*
Deputy Prosecuting Attorney

DATE 5-25-92

STATE OF WASHINGTON)
COUNTY OF KING) §

On this 8th day of MAY, 199²8, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANDRE GAY and

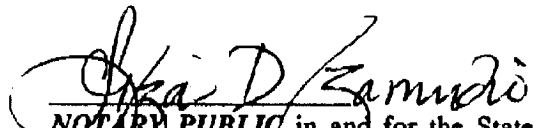
V.P. - FACILITIES, to me known to be the _____ of The Boeing Company, a Delaware Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

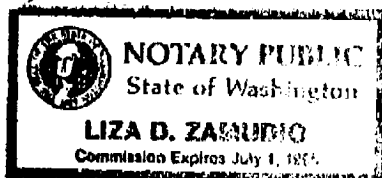
WITNESS my hand and official seal affixed the day and year in this certificate above written.

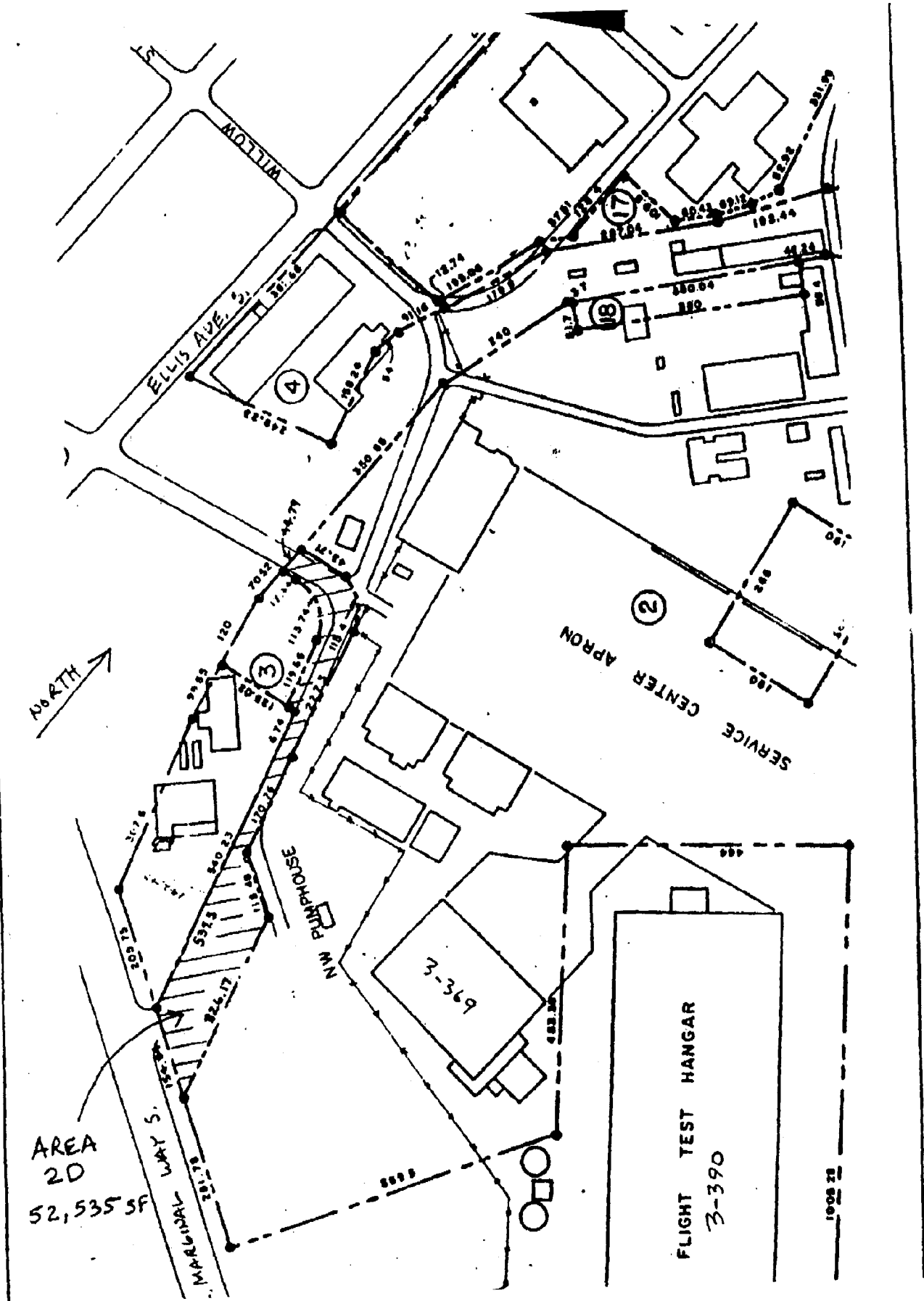
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

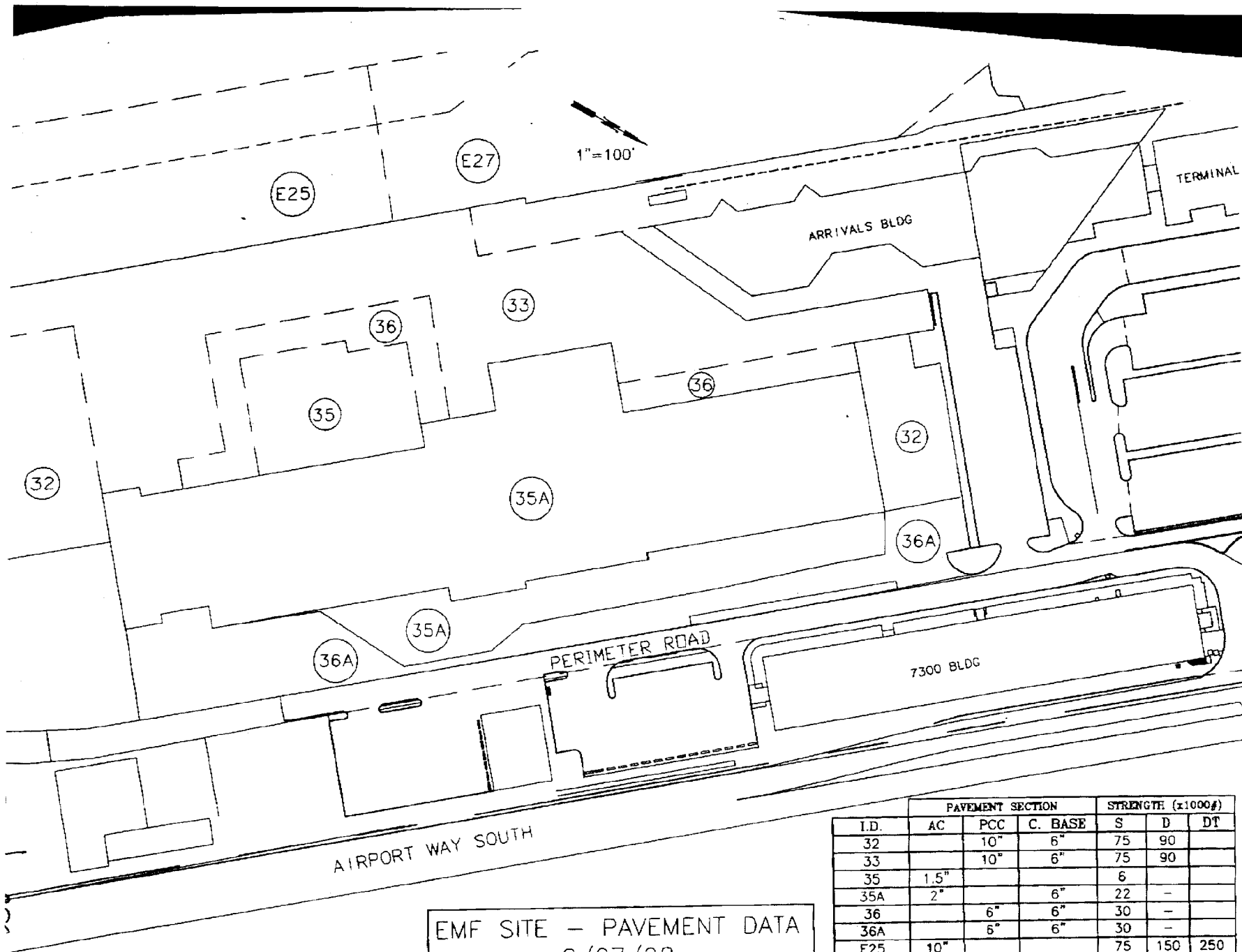
I certify that Jesus Sanchez signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the Director of the Department of Executive Administration of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 6-2-92


NOTARY PUBLIC in and for the State of
Washington residing at Seattle
My appointment expires July 1, 1995







EMF SITE - PAVEMENT DATA
8/27/98

I.D.	PAVEMENT SECTION		STRENGTH (x1000#)			
	AC	PCC	C. BASE	S	D	DT
32		10"	6"	75	90	
33		10"	6"	75	90	
35	1.5"			6		
35A	2"		6"	22	-	
36		6"	6"	30	-	
36A		6"	6"	30	-	
E25	10"			75	150	250
E27	10"		10"	75	100	175

KCSlip4 37392

SEA403922